

CABLE TELEVISION RENEWAL LICENSE

GRANTED TO

A-R CABLE PARTNERS

BY

**THE BOARD OF SELECTMEN
TOWN OF WESTFORD,
MASSACHUSETTS**

EFFECTIVE DATE:

APRIL 8, 1998

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AGREEMENT

This Cable Television Renewal License entered into this 8th day of April, 1998 by and between A-R Cable Partners, a general partnership, and the Board of Selectmen of the Town of Westford, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A.

WITNESSETH

WHEREAS, the Issuing Authority of the Town of Westford, Massachusetts, pursuant to M.G.L. c. 166A, is authorized to grant one or more nonexclusive cable television renewal licenses to construct, operate and maintain a Cable Television System within the Town of Westford; and

WHEREAS, pursuant to Section 626(a) of the Cable Communications Policy Act of 1984, the Issuing Authority: i) conducted a public hearing, on May 25, 1996; ii) distributed a Cable Television questionnaire to Westford residents; and, iii) conducted municipal user-group interviews and surveys, to 1) ascertain the future cable-related community needs and interests of Westford, and 2) review the performance of A-R Cable Partners during its current license term; and

WHEREAS, pursuant to Section 626(b) of the Cable Communications Policy Act of 1984, the Issuing Authority of the Town of Westford issued its initial Renewal License Negotiation Draft on March 4, 1997 to initiate the informal license renewal process; and

WHEREAS, A-R Cable Partners submitted an annotated markup version of said Renewal License Negotiation Draft to the Town of Westford, dated May 14, 1997, pursuant to negotiating a Renewal License to construct, upgrade, operate and maintain a Cable Television System in the Town of Westford; and

WHEREAS, the Issuing Authority and A-R Cable Partners did engage in good-faith negotiations to further clarify and refine said Renewal License Negotiation Draft and did agree on all license provisions regarding the Cable System; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town of Westford to grant a non-exclusive Renewal License to A-R Cable Partners.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1: DEFINITIONS:

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word 'shall' is always mandatory and not merely directory.

(1) **Access:** The right or ability of any Westford resident and/or any persons affiliated with a Westford institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) **Access Channel:** A non-commercial video channel which A-R Cable Partners shall make available, without charge, for the purpose of transmitting Programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) **Advisory Committee:** The Westford Cable Advisory Committee (CAC), as may be appointed and designated by the Issuing Authority, from time to time.

(4) **Affiliate or Affiliated Person:** Any Person who or which directly or indirectly controls and owns an interest in A-R Cable Partners; any Person which A-R Cable Partners directly or indirectly controls and in which A-R Cable Partners owns an interest; and any Person directly or indirectly subject to control and owned in whole or in part by a Person who or which directly or indirectly controls and owns an interest in A-R Cable Partners; provided, however, that this definition shall not be deemed to apply to any programming, publishing, telephone or Internet service provided by an Affiliate, carried in the normal course of business.

(5) **Application:** The annotated Renewal License Negotiation Draft submitted by A-R Cable Partners to the Issuing Authority of the Town of Westford on May 14, 1997.

(6) **Basic Cable Service or Basic Service:** Any service tier that includes the retransmission of local television broadcast Signals.

(7) **CMR:** The Code of Massachusetts Regulations.

- (8) **Cable Act** (the **Cable Communications Act**): Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (The Telecommunications Act of 1996).
- (9) **Cable Division**: The Massachusetts Cable Television Division (formerly Commission), pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts.
- (10) **Cable Service**: The one-way transmission to Subscribers of video programming or other programming services, together with Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming services, which A-R Cable Partners may make available to all Subscribers generally.
- (11) **Cable Television System** or **Cable System**: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment, that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Town.
- (12) **Commercial Subscriber**: A commercial, non-residential Subscriber to Cable Service.
- (13) **Complaint**: Any expression of dissatisfaction reported to the Licensee by a Subscriber.
- (14) **Converter**: Any device altering a Signal coming to a Subscriber. A Subscriber Converter may tune channels, control reception capacity and/or unscramble/decode scrambled/coded Signals distributed over the Cable System, among other capabilities.
- (15) **Critical Outage**: Any loss of Service or severe degradation of Signal quality that renders Programming unintelligible, or in the case of the I-Net causes loss of data transmission integrity.
- (16) **Digital Compression Technology**: A technology within the cable television industry by which the Licensee may compress the existing channels, typically on a 5:1 basis (five NTSC channels can be transmitted on 6 MHz or more), or such other ratio as the Licensee in its discretion may choose to utilize.
- (17) **DOCSIS**: The Data-Over-Cable Service Interface Specification (DOCSIS), developed by Cable Television Laboratories, Inc. (CableLabs), in conjunction with a consortium of Cable Industry companies and Cable Modem manufacturers. The DOCSIS provides a de facto standard in anticipation of incorporation in the IEEE 802.14 Standard now also in preparation. In particular, the DOCSIS Radio Frequency Interface Specification SP-RFI-102-971008 (the current Interim Specification) defines technical characteristics of cable plants (such as that used for the I-Net) that guarantee interoperability with emerging cable modem technologies.

(18) **Downstream Channel:** A channel over which Signals travel from the Cable System Headend to an authorized recipient of programming or data.

(19) **Drop or Cable Drop:** The coaxial cable that connects a building to the trunk or feeder line of the Cable System.

(20) **Effective Date of the Renewal License** (the “**Effective Date**”): April 8, 1998.

(21) **Execution Date of Renewal License** (the “**Execution Date**”): April 7, 1998.

(22) **FCC:** The Federal Communications Commission, or any successor agency.

(23) **Feeder Line:** A branch off one of the Town-wide distribution cable trunks, which feeds a small area or neighborhood.

(24) **Government Access Channel:** A specific channel(s) on the Cable System made available by A-R Cable Partners to the Issuing Authority and/or its designees for the presentation of noncommercial programming and/or information to the municipal community and/or the general public.

(25) **Gross Annual Revenues:** Consideration of any form or kind derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System including, without limitation: the distribution of any Service over the System; Basic Service monthly fees; all other Service fees; installation, reconnection, downgrade, upgrade and any similar fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and/or leases or and/or sales; home-shopping and advertising revenues; and, interest on Subscriber Fees. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate’s use of the Cable System for the carriage of advertising. Gross annual revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage.

(26) **Headend:** The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(27) **Hub or Hub Site:** A sub-Headend, generally located within a cable television community, used either for the purpose of i) Signal processing or switching, or ii) placement of a fiber node, microwave link or transportation super trunk.

- (28) **Institutional Network (“I-Net”)**: The separate cable plant and distribution system, consisting of Upstream and Downstream Channels, said channels for the use of the Issuing Authority, the Town’s departments and designees.
- (29) **I-Net Administrator**: The employee or representative of the Town designated by the Issuing Authority, with responsibility as Licensee point of contact for the overall administration, management, and maintenance of the I-Net.
- (30) **Internet**: The interconnected global network of computer networks (aka “Information Superhighway”) that provides universal access to electronic mail and text and graphical data.
- (31) **Issuing Authority**: The Board of Selectmen of the Town of Westford, Massachusetts.
- (32) **Leased Channel or Leased Access**: A video channel, which the Licensee shall make available pursuant to Section 612 of the Cable Act.
- (33) **License Fee or Franchise Fee**: The periodic payments to be made by A-R Cable Partners to the Town of Westford, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G. L. Chapter 166A.
- (34) **Licensee**: A-R Cable Partners (“A-R”), or any successor or transferee in accordance with the terms and conditions in this Renewal License.
- (35) **Local Origination (“LO”) Programming**: Local programming produced and presented by the Licensee on the Cable System (cablecast) for viewing by Subscribers.
- (36) **Multichannel Video Programming Provider**: A Person who or which makes available to residents in Westford multiple channels of Video Programming.
- (37) **NCTA**: The National Cable Television Association.
- (38) **NTSC**: The National Television Systems Committee (Standards body).
- (39) **Origination Capability or Origination Point**: An activated cable and connection to an Upstream Channel, allowing the User(s) to transmit Signal(s) upstream to a designated location.
- (40) **Outlet**: An interior receptacle, generally mounted in a wall that connects a Subscriber’s or User’s television set to the Cable System. An Outlet can contain connections to either the Subscriber Network and/or the I-Net for Users.
- (41) **Pay Cable or Premium Services**: Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

- (42) **Pay-Per-View:** Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (43) **PEG:** The acronym for “public, educational and governmental”, used in conjunction with Access Channels, support and facilities.
- (44) **PEG Access Channel:** Any channel(s) made available for use of Westford residents and/or Westford municipal, non-profit and private organizations wishing to present noncommercial PEG Access Programming and/or information to the public.
- (45) **Person:** Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (46) **Planning Board:** The Planning Board of the Town of Westford, Massachusetts.
- (47) **Prime Rate:** The prime rate of interest, at BankBoston.
- (48) **Public Way or Street:** The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to “Public Way” or “Street” shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.
- (49) **Renewal License:** The non-exclusive Cable Television License granted to the Licensee by this instrument.
- (50) **Scrambling/encoding:** The electronic distortion or other processing of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other descrambling/decoding device.
- (51) **Service:** Any Basic Service, any Pay Cable Service, or any other Cable Service, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.
- (52) **Signal:** Any transmission of electromagnetic or optical energy, which carries Programming or other information from one location to another.
- (53) **State:** The Commonwealth of Massachusetts.

- (54) **Subscriber:** Any Person, firm, corporation or other entity, located in Westford, who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.
- (55) **Subscriber Network:** The two-way coaxial cable residential network, providing at least 450 MHz of bandwidth to Subscribers, to be owned, operated and maintained by the Licensee.
- (56) **Town:** The Town of Westford, Massachusetts.
- (57) **Town Counsel:** The Town Counsel of the Town of Westford, Massachusetts.
- (58) **Trunk, Feeder Line and Distribution System:** That portion of the Cable System used for the delivery of Signals, but not including Drop cables to Subscribers' residences or businesses.
- (59) **Upstream Channel:** A channel over which Signals travel from an authorized location to the Cable System Headend.
- (60) **User:** A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.
- (61) **VCR:** A video cassette recorder.
- (62) **Video Programming or Programming:** Programming provided by, or generally considered comparable to, programming provided by a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1: GRANT OF RENEWAL LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Westford, Massachusetts, as the ISSUING AUTHORITY of the Town, hereby grants a non-exclusive Cable Television Renewal License to the LICENSEE, authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Westford.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts, as amended; the regulations of the FCC; the Cable Act; and all Town, State and federal statutes and by-laws of general application.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to operate and maintain a Cable Television System in, under, over, along, across or upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Westford within the municipal boundaries and subsequent additions thereto, including property over, under, or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Westford. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or unreasonably interfere with the lives of Persons, with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Planning Board and any special laws or Town by-laws enacted hereafter.

Section 2.2: TERM OF RENEWAL LICENSE

The term of this Renewal License shall be five (5) years, commencing on April 8, 1998 and expiring on April 7, 2003, unless sooner terminated as provided herein or otherwise surrendered.

Section 2.3: NON-EXCLUSIVITY OF RENEWAL LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Westford; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall enter into discussions, in good faith, to reach equitable amendments to this Renewal License.

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.3(b)(i) supra.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

(d) In the event that a Multichannel Video Programming Provider, which is not in any way an Affiliate of the Licensee, hereafter provides Programming to residents of the Town, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Programming of such Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such substantial negative impact. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested, subject to Section 13.1 *infra*.

(ii) Should the Licensee demonstrate that the Programming of such Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Issuing Authority shall enter into discussions, in good faith, to reach equitable amendments to this Renewal License; provided, however, that it is the intention of the parties hereto that any such amendments may result in the adjustment of specific Renewal License obligations required herein.

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.3(d)(i) *supra*.

(iv) As of the Effective Date of this Renewal License, the parties hereto agree that any potential Multichannel Video Programming Provider(s), which are not in any way an Affiliate of the Licensee, and are currently providing Programming to residents in the Town, are having no substantial negative impact upon the financial viability of the Licensee's Cable System in the Town.

Section 2.4 POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State and Town laws, by-laws, rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the Town. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in favor of the latter.

Section 2.5 REMOVAL OR ABANDONMENT

Upon termination of this Renewal License by passage of time or otherwise, and unless 1) the Licensee has its license renewed for another renewal term, or 2) the Licensee transfers the Cable Television System to a transferee approved by the Issuing Authority, pursuant to Section 2.6 infra, or 3) the Licensee is certified by the FCC to operate an OVS system within the Town, or 4) the Licensee is authorized to offer and provide other services pursuant to applicable State or federal law(s), the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of, and/or utilize, any such property in any way or manner it deems appropriate. Any costs incurred by the Town, resulting from the removal, site restoration and/or abandonment of the Cable System, shall be paid to the Town by the Licensee upon request.

Section 2.6 TRANSFER OF THE RENEWAL LICENSE

(a) Pursuant to M.G.L. c. 166A, Section 7, as may be amended from time to time, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing upon a written application therefor on forms as may be prescribed by the Cable Division and the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) In considering a request to transfer control of this Renewal License, the Issuing Authority may consider such factors as the transferee's financial qualifications, management expertise, technical expertise, character qualifications, experience in the cable industry, performance in other communities, financial capability and legal ability and any other criteria allowable under law.

(c) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(d) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.

(e) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(f) Pursuant to M.C.L. c. 166 A, Section 7, and subject to federal law, rules and regulations, the consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer.

(g) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in this Renewal License.

Section 2.7 EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.6 supra shall be null and void, and shall be deemed a material breach of this Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

ARTICLE 3

SYSTEM DESIGN

Section 3.1 SUBSCRIBER NETWORK

(a) The Licensee shall continue to make available to all residents of the Town its existing two-way-capable coaxial cable Subscriber Network providing at least four hundred fifty Megahertz (450 MHz) of bandwidth to Subscribers, fully capable of carrying at least fifty nine (59) NTSC video channels in the Downstream direction and seven (7) NTSC video channels in the Upstream direction.

(b) Reception of Basic Service channels by Subscribers with cable-ready television sets shall not require additional Subscriber equipment, i.e., such channels shall not be scrambled or otherwise encoded.

(c) The Licensee shall continue to maintain the Subscriber Network, at all times, at the minimum FCC Technical Standards, as may be amended, contained in Exhibit 1, attached hereto.

Section 3.2 INSTITUTIONAL NETWORK (I-NET)

(a) The Licensee shall continue to operate and maintain, without charge(s) to the Town for such network, its existing, separate Institutional Network ("I-Net") to be utilized by the Town and Licensee. Said I-Net shall continue to be capable of providing a total of at least 450 MHz of bandwidth. Upstream I-Net channels shall be bridged to the Subscriber Network at the Headend. Said channels shall be capable of distributing video, audio and computer data to all designated public non-school and school buildings connected to the I-Net. Switching between the I-Net and the Subscriber Network shall remain the responsibility of the Licensee.

(b) The Licensee shall maintain the I-Net as follows:

(i) The I-Net shall be maintained at all times in the downstream and upstream mode(s) to conform with the FCC Technical Specifications found in Exhibit 1, attached hereto, as may be amended from time to time. The I-Net cable plant shall also satisfy the requirements stated for a broadband RF coaxial cable plant in the IEEE 802.14 Standard for Cable-TV Based Broadband Communication (when approved). Until this Standard is approved, the I-Net cable plant shall also satisfy all the requirements stated in Section 2 of the Radio Frequency Interface Specification (SP-RFI-102-971008 or later) of the CableLabs Data Over Cable Service Interface Specification (DOCSIS), when approved [see Definition (17) in Section 1.1 supra]. Any (approved) DOCSIS requirements not reflected in the approved IEEE 802.14 Standard shall continue to be met. These requirements shall be levied provided that nothing shall be deemed a waiver of Licensee's rights under Federal Law and FCC Rules and Regulations.

(ii) The hours 7.00 AM to 4:00 PM Monday through Friday are defined as Prime Business Hours for the Town. During Prime Business Hours, the Licensee shall make its best efforts to initiate action(s) to correct critical outages, as brought to the attention of the Licensee by the Town's I-Net Administrator, within one (1) hour of the time that it is notified of any such outage by the I-Net Administrator. The Town agrees to appoint an I-Net Administrator and notify Licensee of the name and telephone number(s) for contact of such person within 30 days after execution of this License. Notwithstanding the foregoing, the Licensee shall respond to all critical outages occurring within Prime Business Hours within two (2) hours of the time that it is notified of any such outage by the I-Net Administrator.

(iii) For critical outages occurring outside of Prime Business Hours, the Licensee shall initiate action(s) to correct such outages not later than the next Prime Business Hour.

(iv) For all non-critical outages, the Licensee shall respond within six (6) hours during Prime Business Hours, unless otherwise agreed to by the parties hereto.

(v) For scheduled I-Net maintenance or upgrade activities, and scheduled Subscriber Network maintenance activities that may impact the I-Net, whether initiated at the Town's request or by the Licensee, the Licensee shall provide a minimum of one (1) week notice to the I-Net Administrator, unless otherwise agreed to by the I-Net Administrator.

(vi) For all Cable System or I-Net maintenance activities likely to create any critical outage of I-Net service during Prime Business Hours (scheduled or otherwise), the Licensee shall notify the I-Net Administrator at least one (1) Prime Business Hour prior to the commencement of any such activities.

(vii) All Town requests for I-Net maintenance and Licensee notices of same shall be coordinated with the I-Net Administrator.

(viii) In the event that the Subscriber Network and the I-Net experience an outage simultaneously, it is the understanding of the parties hereto that the Licensee's first priority is to repair the Subscriber Network. Notwithstanding the foregoing, if the I-Net outage is a critical outage that interferes with the conduct of time-sensitive Town business (e.g., the issuance of payroll checks for Town Departments), repair of the I-Net shall instead take priority, except in the case wherein a simultaneous critical outage of the Subscriber Network is so widespread as to affect more than twenty five (25) Westford Subscribers.

(ix) The I-Net Administrator shall approve, in writing, changes regarding I-Net channel assignments before they occur, which approval shall not be unreasonably denied or delayed.

(c) The Licensee shall continue to maintain (per paragraph (b) supra) all existing I-Net Drops and/or Outlet(s) to each of the I-Net Buildings (per Exhibit 6 infra) designated by the I-Net Administrator.

(d) The Town shall have the right hereto to carry Internet Service(s) from third parties on the I-Net, for internal use by Town agencies, without charges of any kind levied by the Licensee, on channels or bandwidth to be jointly designated by the Licensee and the I-Net Coordinator. Once Internet data is present at any I-Net node, it may be routed throughout the I-Net at the discretion of the I-Net Coordinator. In no event shall the Town act as a commercial Internet Service Provider by distributing or transmitting such services over the I-net or Subscriber Network to residential or commercial Subscribers.

(e) The I-Net shall be interconnected with the Subscriber Network at the Headend. All remote I-Net transmissions destined for the Subscriber Network shall be sent on an Upstream Channel to the Headend, where they shall be reprocessed, switched and designated on the appropriate Downstream Channel(s) on the Subscriber Network. The Licensee shall be responsible for the switching of all Upstream Channels to the appropriate Subscriber Network Downstream Channels, and switching of all Subscriber Network Upstream Channels to the appropriate I-Net Downstream Channels. Said switching shall be performed by the Licensee at no cost to the Town.

(f) The Licensee shall have sole responsibility for maintaining the I-Net infrastructure (i.e., cable plant, in-line amplifiers and related Headend equipment) for the term of this Renewal License. It is understood that the Licensee is not responsible for I-Net equipment not directly under its control or ownership (e.g., Town-owned cable modems or other User interfaces). The Licensee shall be responsible for all necessary inspections and performance tests of the I-Net facilities under its jurisdiction, as described above, and shall make a good-faith effort to support related testing of the I-Net infrastructure deemed to be required by the I-Net Administrator for User interface fault isolation. Scheduled I-Net infrastructure tests shall be performed at least approximately once every six (6) months. Test results shall be submitted to the I-Net Administrator within thirty (30) days of test completion.

(g) In the event that there are technical problems with the I-Net, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the Town or other User, the Licensee shall resolve the technical problem promptly. Should the problem continue, the Issuing Authority (or designee) and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to reasonably request a performance test of the I-Net, should such problems persist. The Licensee shall initiate such performance tests within seven (7) days of any such request, correct the problem within the same seven (7) days and submit the results to the Issuing Authority promptly, unless the Licensee notifies the Issuing Authority, in writing, that such correction cannot be completed within said seven (7) day period.

(h) There shall ordinarily be no charge(s) to the Town for I-Net infrastructure operational, maintenance, or repair/upgrade costs. Notwithstanding applicable state and/or federal laws and/or regulations that may allow the Licensee to externalize, line-item or otherwise pass-through any such I-Net costs, incurred pursuant to this Renewal License, to Subscribers, the Licensee is requested not to take recourse to such pass-through, including, but not limited to, the computation, collection, and/or interest paid on and allocation of any such costs, strictly in compliance with such applicable laws and/or regulations. In the event of incurrence of extraordinary expenses of this type, the Licensee may request participation of the Town in defraying such expenses. Should such a situation arise, the Issuing Authority (or designee) and the Licensee shall meet to discuss a resolution of said situation.

(i) If requested to do so by the Issuing Authority or designee, the Licensee shall provide additional short I-Net Drops (less than 150 feet from the existing adjacent I-Net trunk) and/or new/relocated Outlets to each new or existing Town building at no charge(s) to the Town, and in a timely manner, as mutually agreed in a given circumstance. The Licensee shall finalize the location of each such Drop and/or Outlet with the I-Net Administrator prior to the installation. The notice requirements of paragraphs (v) and (vi) supra shall furthermore apply when such construction commences.

(j) The Licensee shall construct and commission an I-Net trunk line extension to the Nabnasset Elementary School no later than December 31, 1998. This I-Net extension shall be provided at no cost to the Town and without pass-through of costs of any kind to Westford Subscribers. Such construction shall be conducted so as to minimize I-Net downtime during Prime Business Hours to the maximum extent possible. The notice requirements of paragraphs (b)(v) and (b)(vi) supra shall furthermore apply when such construction commences.

(k) If requested to do so by the Issuing Authority or designee, the Licensee shall provide additional long I-Net Drops (greater than 150 feet from the existing adjacent I-Net trunk), I-Net trunk line extensions and associated Outlet(s) to new or existing Town buildings at the Town's expense (at the Licensee's actual cost), and in a timely manner, both as mutually agreed in a given circumstance. The Licensee shall provide the I-Net Administrator with a detailed written estimate of its actual costs relative to such construction within seven (7) days of a request for said estimate. The Licensee shall finalize implementation and financing details for each such long Drop or trunk line extension and associated Outlet(s) with the I-Net Administrator, prior to procuring materials and/or commencing construction. Such construction shall be conducted so as to minimize I-Net downtime during Prime Business Hours to the maximum extent possible. The notice requirements of paragraphs (b)(v) and (b)(vi) supra shall furthermore apply when such construction commences.

Section 3.3 EMERGENCY ALERT OVERRIDE CAPABILITY

(a) In accordance with FCC rules and regulations, the Subscriber Network, described in Section 3.1 herein, shall have an activated emergency audio alert override of all Downstream Channels, which may be controlled remotely by the Issuing Authority, among others, and, subject to Section 3.3(c) infra, provided by the Licensee at its sole cost and expense.

(b) Unless otherwise explicitly prohibited by applicable law or regulation, the Licensee shall provide and install said emergency alert system by a date specified by the FCC, which date is, as of the Effective Date of this Renewal License, December 31, 1998.

(c) The Licensee and the Issuing Authority shall comply with applicable regulations regarding said emergency alert override system; provided, however, that the Licensee shall not be required to expend in excess of ten thousand dollars (\$10,000.00) for any emergency alert system surpassing that required by federal law or regulation.

(d) The Licensee shall provide the specifications of such audio alert system to the Issuing Authority or its designee(s), for a determination of adequacy, prior to installation.

(e) In the event that applicable State and/or federal laws and/or regulations allow the Licensee to externalize, line-item or otherwise pass-through any such emergency alert system costs to Subscribers, the Licensee may only do so, including, but not limited to, the computation, collection and/or interest paid on and allocation of any such costs, strictly in compliance with said laws and/or regulations.

(i) If requested to do so by the Issuing Authority, the Licensee shall provide a written explanation of any such externalized or passed-through emergency alert system costs, with respect to basic Service rates, in sufficient detail to enable the Issuing Authority to understand how such costs have been externalized or passed-through as allowed or required by applicable laws(s). Unless agreed to otherwise, the Licensee shall provide said written explanation to the Issuing Authority, in writing, within fourteen (14) days of a request to do so by the Issuing Authority.

Section 3.4 PARENTAL CONTROL CAPABILITY

The Licensee shall provide Subscribers, upon request, with the capability to control (i.e., filter or restrict) the reception of any channels capable of being received on their television sets.

Section 3.5 STEREO AND CLOSED-CAPTION SIGNALS

(a) Every channel whose Signal includes closed-caption encoding shall be carried as such by the Licensee on the Cable System. The Licensee shall continue to provide at least the same number of Signals in stereo as offered by Program Providers and carried on the Cable System as of the Effective Date of this Renewal License. The Licensee shall confer with the Cable Advisory Committee from time to time to discuss additional or alternative programming to be carried in stereo. Up to ten (10) additional channels not already carried in stereo, and offered by Program Providers in stereo, may be requested to be so carried after January 1, 1999 at the discretion of the Issuing Authority.

(b) In the event that applicable State and/or federal laws and/or regulations allow the Licensee to externalize, line-item or otherwise pass-through any such additional stereo decoding costs to Subscribers, the Licensee may only do so, including, but not limited to, the computation, collection and/or interest paid on and allocation of any such costs, strictly in compliance with said laws and/or regulations.

(i) If requested to do so by the Issuing Authority, the Licensee shall provide a written explanation of any such externalized or passed-through stereo decoding costs, with respect to basic Service rates, in sufficient detail to enable the Issuing Authority to understand how such costs have been externalized or passed-through as allowed or required by applicable laws(s). Unless agreed to otherwise, the Licensee shall provide said written explanation to the Issuing Authority, in writing, within fourteen (14) days of a request to do so by the Issuing Authority.

Section 3.6 SYSTEM TECHNICAL SPECIFICATIONS

The design of the Cable Television System, pursuant to Sections 3.1 and 3.2 herein, shall conform to the FCC technical specifications contained in Exhibit 1, attached hereto and made a part hereof. At all times throughout the Renewal License Term, the Licensee shall meet all applicable FCC technical requirements.

ARTICLE 4

CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS

Section 4.1 AREA TO BE SERVED

(a) The area to be served is the entire Town of Westford, subject to the restrictions noted below.

(b) The Licensee shall continue to provide Cable Service to all Subscribers in good standing (per Section 5.7 infra) at the time of the Effective Date of this Renewal License.

(c) Subject to 4.1(f) infra, the Licensee shall continue to offer Cable Service to all residences and non-commercial buildings in the Town not currently served or otherwise newly constructed, unless legally or otherwise prevented from doing so by factors outside of the Licensee's control, including, but not limited to, denial of access by owners of private property or multiple dwelling units. Service to commercial establishments shall be in accordance with Section 4.14 infra.

(d) Standard residential/non-commercial installation charges shall be consistent with federal and State regulations.

(e) Any residence or non-commercial building within-three hundred (300') of existing Cable System plant (energized trunk or feeder line) shall be entitled to a standard installation rate upon request for Cable Service. Any aerial or underground installation greater than 300' shall be provided at the standard installation rate plus the Licensee's actual cost, plus profit, if allowable, for the-excess footage beyond 300' and/or any other aspect of non standard installations, possibly including a share of the line-extension cost, if applicable (per paragraph (f) infra), to extend the existing Cable System plant to the closest feasible entry point on the property boundary of the residence or building being wired. The Licensee shall provide a detailed itemized written estimate of labor and material costs for the excess Drop footage, non-standard installations, and/or line-extension, as described above, to any person requesting Cable Service involving a Drop over 300', within seven (7) days of the request for service.

(f) The allocation of line-extension costs to potential Subscribers in newly-constructed, or previously unserved residential areas depends on the neighborhood housing density, i.e., the number of housing units per mile (HUPM) of unconstructed contiguous cable plant, as measured relative to the distance from the nearest energized trunk or feeder line to the farthest potential Subscriber residence property boundary in the neighborhood. A potential Subscriber group in such an unconstructed area will typically split the neighborhood line-extension cost share. The potential Subscriber group's share of line-extension costs (as a percentage of the total) shall be based on the following criteria:

	<u>HUPM (Aerial)</u>	<u>HUPM (Underground)</u>	<u>Share</u>
(i)	≥ 25	≥ 35	0%
(ii)	20 to 24	29-34	15%
(iii)	15 to 19	22-28	30%
(iv)	10 to 14	15-21	45%
(v)	5 to 9	7-14	60%
(vi)	< 5	< 7	75%

(c) During the three (3) year period following any Subscriber group cost-shared line-extension per paragraph (b) supra, the Licensee shall provide a pro-rata refund to any previous Subscriber who helped subsidize the line-extension, as additional subscribers are added in the same neighborhood, provided that the Licensee need only make a good-faith effort to locate such previous Subscribers. The amount of refund, if any, shall be determined by the change in percentage contribution resulting from the transition to a higher density category per the above table. Any refunds due shall be paid annually to current or former Subscribers entitled to same. Should the Licensee fail to locate any such refundee within a thirty (30) day period, his refund, less applicable administrative costs, shall be distributed among the other identified refundees in the same line-extension Subscriber group on a pro-rata basis.

Section 4.2 LOCATION OF CABLE TELEVISION SYSTEM

The Licensee shall install, operate and maintain the Cable Television System within the Town of Westford. Any required poles or other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all poles or other obstructions shall be in accordance with all applicable State and local laws and regulations.

Section 4.3 UNDERGROUND FACILITIES - NEW SUBDIVISION CONSTRUCTION

(a) In the areas of the Town in which telephone lines and electric utility lines are currently, or in the future specified to be, underground, whether required by law or not, all of the Licensee's cable plant shall be underground. The Town shall make best effort to notify Licensee 14 business days in advance of any new areas which require utilities to be placed underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the Town at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at no cost to the Town.

(b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, ordinances, rules, regulations and/or standards. It is the policy of the

Town that existing poles for electric and communication purposes should be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) In order to obviate the need for unnecessary re-trenching to retrofit trunk, feeder and/or drops to support future Cable Service to residences in newly-constructed subdivisions of sufficient housing density, the Licensee shall provide, at its own cost, sufficient quantity of suitable conduit to construction Contractors building subdivisions in Westford, upon their request, subject to survey by the Licensee. The Licensee shall request that the Contractor agree in writing to place this conduit alongside other utility conduits in their work area, at the Contractor's own labor cost. The Licensee may furthermore request to inspect the installation of their conduit prior to backfilling the associated trenches, to ensure proper workmanship and installation depth, and to test the conduit to detect blockage. This conduit remains the property and responsibility of the Licensee, except that the Contractor should agree to replace at his own cost any segment subsequently damaged as a result of documented Contractor negligence.

Section 4.4 TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the streets, alleys, Public Ways and places, and private property in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority or its designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town.

Section 4.5 RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may set a reasonable time limit for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time allotted for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid upon demand by the Issuing Authority, either (i) by the Licensee directly, or (ii) from the Performance Bond per Section 9.2 infra.

Section 4.6 TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person, including without limitation, a Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 4.7 DISCONNECTION AND RELOCATION

The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.8 SAFETY STANDARDS

The Licensee shall construct, upgrade, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration (OSHA) regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws, any other applicable regulations, and all land use restrictions as the same exist or may be amended hereafter.

Section 4.9 PEDESTALS

In any cases in which pedestals housing passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable Planning Board regulations. Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town-approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the Cable System maps submitted to the Town in accordance with Section 4.12 infra. If required by applicable regulations and/or local by-laws, abutters shall be notified of such new pedestals and given an opportunity to comment prior to any approval by the Town.

Section 4.10 PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace, to its prior condition, all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System at its sole cost and expense.

Section 4.11 RIGHT TO INSPECT/TEST SYSTEM

(a) The Issuing Authority or its designee(s) shall have the right to inspect the Cable System and to make such verifications as they shall deem necessary to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspections shall not interfere with the Licensee's operations, except in emergency situations.

(b) Any tests of the Cable System to be conducted by the Town, as deemed necessary by the Issuing Authority or its designee(s), shall be at the sole cost and expense of the Town and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon, the Town shall give reasonable prior notification to the Licensee of its intention to conduct any testing. The Licensee shall be afforded the opportunity to be present during all such testing.

Section 4.12 CABLE SYSTEM MAPS

Upon request, the Licensee shall file with the Issuing Authority or its designee "as-built" maps of the Cable System plant. If changes are made in the Cable System, upon request, the Licensee shall file updated as-built maps annually, not later than fifteen (15) days after any such request.

Section 4.13 SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may temporarily interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, if practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers, given over one (1) of the Cable System's local channels, including a recurring bulletin-board notice.

Section 4.14 COMMERCIAL ESTABLISHMENTS

The Licensee shall be required to make Cable Service(s) available to any commercial establishments in the Town, provided that said establishment(s) agree(s) to pay for installation, line extension costs (if any) and monthly subscription costs as established by the Licensee.

Section 4.15 SERVICE OUTAGE EXPLANATION

The Licensee shall explain any Service outages in the Town lasting thirty (30) minutes or longer and affecting fifty (50) or more homes to the Advisory Committee at its next regularly-scheduled meeting that allows for sufficient advance notice for response

Section 4.16 “DIG SAFE”

The Licensee shall comply with all applicable “dig-safe” provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1 BASIC SERVICE

The Licensee shall provide a Basic Service tier which shall include all Signals, including the downstream PEG Access Channels Programming, which are required to be carried by a Cable Television System serving the Town pursuant to applicable federal statutes or regulations.

Section 5.2 PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of programming set forth in Exhibit 2, attached hereto and made a part hereof. Pursuant to applicable federal law, all programming decisions, including the programming listed in Exhibit 2, attached hereto, are at the sole discretion of the Licensee.

(b) In accordance with federal and state laws, rules and regulations, the Licensee shall provide the Issuing Authority and all Subscribers with written notice of its intent to substantially change the Westford programming line-up at least thirty (30) days before any such change is to take place, except in cases where Program Providers abruptly discontinue service to the Licensee with insufficient notice to allow for Licensee compliance. The Licensee shall also provide Subscribers with a revised channel lineup card or other suitable marker indicating the new channel line-up.

Section 5.3 TWO-WAY CAPABILITY

The Licensee shall continue to operate and maintain a two-way Cable System, subject to Section 3.1 supra, available to all Subscribers.

Section 5.4 LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b) (1)(B) of the Cable Act, the Licensee shall make available unused channel capacity for commercial leased use by Persons unaffiliated with the Licensee.

Section 5.5 ADDRESSABILITY

The Licensee shall continue to operate and maintain an addressable Cable System, i.e., a system with the capability to modify Subscriber Service levels remotely from the Licensee's offices.

Section 5.6 VCR/CABLE COMPATIBILITY

(a) The Licensee shall apprise Subscribers to the Cable Television System regarding optional capabilities to simultaneously view and videotape two different subscribed channels and set VCR controls or external control devices (e.g., VCR Plus™ and Star Sight™) to record multiple channels sequentially and automatically. Notification regarding such options shall be made at the time of installation, and otherwise shall be provided to any Subscriber upon request. Such information shall include identification of required accessories (i.e., splitters and A/B switches) and written procedures for their use, which will allow VCR owners to tape and view simultaneously any channel capable of being received by such owner's television set and/or VCR, the exception being that the Subscriber can view and record two different scrambled Signals simultaneously only through the use of a second Converter as well. Said accessory equipment and written procedures shall be available to all Subscribers as of the Effective Date of this Renewal License. The Licensee shall make these options available to all Subscribers and provide written informational updates with applicable changes, if any, on an annual basis.

(b) The Licensee shall not scramble or otherwise encode, in any manner or form, for the entire term of this Renewal License, 1) any off-the-air Signals or, 2) any of the PEG Access Channels. For purposes of this Section 5.6(b), "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word "local" shall have the meaning defined by applicable law and/or regulation.

(c) The Licensee reserves its rights to scramble or otherwise encode any cable channel(s), except for the channels discussed in Section 5.6(b) supra, as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

(d) In accordance with 207 CMR 10.03, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers. Thirty (30) days prior to changing any policy or practice regarding equipment, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice.

Section 5.7 CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment therefor. Suspension of Cable Service for non-payment shall conform to the regulations of the Cable Division, set forth in 207 CMR 10.05. The Licensee shall ensure that all Subscribers in good standing in the sense of this paragraph receive continuous, uninterrupted Service, except for Service interruptions necessary for maintenance, or as a result of Cable System or equipment failures, or programming lapses. When necessary, if Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Section 5.8 FREE SUBSCRIBER DROPS AND BASIC SERVICE TO PUBLIC, NON-SCHOOL BUILDINGS

(a) The Licensee shall continue to provide, install and maintain a free Subscriber Cable Drop and/or Outlet and free Basic Service to all police and fire stations, public libraries and other non-school public or non-profit buildings included in Exhibit 4, attached hereto and made a part hereof, and any other public buildings as designated by the Issuing Authority from time to time, in accordance with paragraph (b) infra. The Licensee shall coordinate the location of each Drop and/or Outlet with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town or any designated institution for the installation and provision of Basic Cable Service and related maintenance. The Licensee shall supply one (1) Converter for each Drop and/or Outlet if required for the reception of Basic Service, at its sole cost and expense.

(b) Subject to Sections 5.9 and 5.10 infra, the Issuing Authority may request up to an additional ten (10) Subscriber Cable Drops and/or Outlets per year to non-school buildings or nonprofit institutions, at no charge to the Town for such installation. The Licensee shall install any such Drop and/or Outlet within sixty (60) days of any such request(s) from the Issuing Authority, weather conditions permitting. The locations of said Drops-and/or Outlets shall be determined in advance by the Issuing Authority or its designee(s).

(c) The Licensee shall finalize the exact location of each Drop and/or Outlet with the cognizant officials in each of the buildings and/or institutions entitled to such a Drop and/or Outlet, prior to any such installation.

(d) In the event that applicable state and/or federal laws and/or regulations allow the Licensee to externalize, line-item or otherwise pass-through any such additional Drop/Outlet costs to Subscribers, the Licensee may only do so, including, but not limited to, the computation, collection, and/or interest paid on and allocation of any such costs, strictly in compliance with said laws and/or regulations.

i) If requested to do so by the Issuing Authority, the Licensee shall provide a written explanation of any such externalized, line-itemed or otherwise passed-through additional Drop/Outlet costs, with reference to Basic Service rates, in sufficient detail to enable the Issuing Authority to understand how such costs have been externalized, line-itemed or otherwise passed-through as allowed or required by applicable law(s). Unless agreed to otherwise, the Licensee shall provide said detailed costs to the Issuing Authority, in writing, within fourteen (14) days of a request to do so by the Issuing Authority.

ii) Pursuant to applicable law, the Issuing Authority has the right to appeal to the appropriate jurisdiction(s) any such externalized, line-itemed and/or passed-through costs.

Section 5.9 FREE SUBSCRIBER DROPS AND BASIC SERVICE TO SCHOOLS

(a) The Licensee shall provide or continue to provide free Basic Service, via new or existing Subscriber Cable Drops and/or Outlets, to all schools listed in Exhibit 6, attached hereto and made a part hereof, as well as to those Drops and/or Outlets to be added, as described herein.

(b) Subject to Section 5.8 supra and Section 5.10 infra, the Issuing Authority may request up to an additional ten (10) Drops and/or Outlets per year to school buildings not identified in Exhibit 6, at no charge to the Town. The Licensee shall install any such Drop and/or Outlet within sixty (60) days of any such request(s) from the Issuing Authority, weather conditions permitting, at the Licensee's sole cost and expense.

(c) The locations of said Drops and Outlets shall be designated by the School administration. The Licensee shall finalize the exact location of each Drop and/or Outlet with the cognizant officials in each of the school buildings entitled to such a Drop or Outlet, prior to any such installation.

(d) The Licensee shall provide one (1) Converter with each Outlet, if required for the reception of the Basic Service, without charge to the Town. The Licensee shall repair or replace Outlets and Converters malfunctioning as a result of normal wear and tear, at its sole cost and expense.

(e) There shall be no charge(s) to the Town and/or the School Department for the installation, maintenance, and/or repair of the additional Outlet(s), as required herein, to Public School buildings. In the event that applicable state and/or federal laws and/or regulations allow the Licensee to externalize or otherwise pass-through any such additional School Outlet costs to Subscribers, the Licensee may do so, including, but not limited to, the computation, collection, and/or interest on and allocation of any such costs, strictly in compliance with said laws and/or regulations.

i) If requested to do so by the Issuing Authority, the Licensee shall provide a written explanation of any such externalized, line-itemed or otherwise passed-through additional Public School Outlet costs, with reference to Basic Service rates, in sufficient detail to enable the Issuing Authority to understand how such costs have been externalized, line-itemed or passed-through as allowed or required by applicable law(s). Unless agreed to otherwise, the Licensee shall provide said detailed costs to the Issuing Authority, in writing, within fourteen (14) days of a request to do so by the Issuing Authority.

ii) Pursuant to applicable law, the Issuing Authority has the right to appeal to the appropriate jurisdiction(s) any such externalized, line-itemed and/or otherwise passed-through costs.

Section 5.10 LIMIT ON TOTAL NUMBER OF ADDITIONAL DROPS/OUTLETS

The total number of additional Outlets and Converters, provided pursuant to Sections 5.8 and 5.9 supra shall not exceed ten (10) new Outlets and Converters per year. Additional Outlets requested by the Issuing Authority, in excess of those required herein, shall be provided subject to reimbursement of Licensee's actual installation cost by the Town.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS/ LOCAL ORINATION FACILITIES AND SUPPORT

Section 6.1 PEG ACCESS/LOCAL ORINATION PROGRAMMING

The Licensee shall continue to be responsible for providing public, educational and governmental (“PEG”) access and Local Origination (“LO”) programming, facilities and equipment to all Subscribers and Users in Westford, pursuant to the provisions of this Article 6. To this end, the Licensee shall:

- (1) Continue to operate, maintain and staff the Westford PEG Access/LO studio in accordance with Section 6.2 *infra*;
- (2) Continue to employ the staff for Westford PEG Access/LO programming in accordance with Section 6.3 *infra*;
- (3) Continue to manage the annual budget for Westford PEG Access/LO programming in accordance with Section 6.4 *infra*;
- (4) Continue to schedule, operate and program the PEG Access and LO Channels provided in accordance with Section 6.5 *infra*;
- (5) Purchase equipment, with the funds allocated for such purposes in Section 6.6 *infra*;
- (6) Continue to produce LO programming of interest to Westford subscribers in accordance with Section 6.7 *infra*;
- (7) Continue to manage PEG Access/LO programming, in accordance with Section 6.9 *infra*;
- (8) Continue to conduct training programs in the skills to produce PEG Access programming and provide technical assistance and production services to PEG Access Users;
- (9) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (10) Provide outreach, notices and other support services to PEG Access Users;

(11) Continue to assist Users in the production of Video Programming of interest to Subscribers and focusing on Town issues, events and activities; and,

(12) Accomplish such other tasks relating to the operation and management of the PEG Access/LO Channels, facilities and equipment as appropriate and necessary.

Section 6.2 PEG ACCESS/LOCAL ORIGINATION STUDIO

(a) The Licensee shall continue to operate, maintain and staff its Westford PEG Access/LO studio in the Town of Westford, for the entire term of this Renewal License.

(b) The Licensee shall not move or otherwise relocate said studio without advance, written notification to the Issuing Authority; provided, however, that the Licensee shall take into account and duly consider any concerns and/or questions raised by the Issuing Authority regarding any such relocation.

(c) The studio shall be open for use on a daily basis Monday through Friday, and/or on Saturday (from time to time in lieu of any weekday thereof) by mutual agreement of the Licensee and PEG Access Users. The Licensee shall inform the Issuing Authority and the Advisory Committee of any change in the regular hours of said studio.

(d) Pursuant to Section 6.6 infra, the Licensee shall purchase additional equipment for said studio facility, by the specified dates therein.

(e) The Westford PEG Access/LO studio shall be for the exclusive use of Westford PEG Access Users and Tyngsboro PEG Access Users on a first-come, first-served basis, and for LO; provided, however, that the Licensee allocates all studio costs between Westford and Tyngsboro Subscribers on a fair and equitable basis, in accordance with applicable federal and State regulations. The PEG Access/LO studio shall not be used for any other purposes and/or for the benefit of any other subscribers than those referenced herein, unless otherwise agreed-to in writing by the Issuing Authority and the Licensee in advance of such intended use.

(i) In the case where more than one Person requests the use of said studio facilities at the same time, the Licensee shall make a good-faith attempt to accommodate Westford Users. In the event of conflicts involving use or funding of said studio, the Licensee shall meet with the Issuing Authority of Westford, and/or its designee(s), and the Issuing Authority of Tyngsboro, and/or its designees (should they choose to participate) to equitably resolve such conflicts.

(ii) If requested to do so by the Issuing Authority, the Licensee shall provide a written explanation of any such allocated PEG Access/LO studio costs, in sufficient detail to enable the Issuing Authority to understand how such costs have been allocated as allowed herein or required by applicable law(s). Unless agreed to otherwise, the Licensee shall provide said written explanation of costs to the Issuing Authority, in writing, within thirty (30) days of a request to do so by the Issuing Authority.

Section 6.3 PEG ACCESS/LOCAL ORIGINATION STAFF

(a) On behalf of Westford, the Licensee shall continue to employ one PEG Access/LO staff person or the equivalent aggregate of part-time employees. This PEG Access/LO staff shall provide the combined functions of Access Coordinator, Producer/Director, and Production Studio Technician.

(i) Until December 31, 1999 the one current staff person shall continue to be allocated to Westford PEG/LO activities at a level-of-effort of 28 hours per week.

(ii) Commencing January 1, 2000, additional part-time employees shall be added to the staff, which will thereafter provide a combined level-of-effort of 40 hours per week.

(b) Said staff shall be employee(s) of, paid by and answerable to, the Licensee. The Licensee may change the title(s) of said staff member(s) at its own discretion.

(c) Said PEG Access/LO staff shall produce Westford LO programming and assist Westford PEG Access Users, and Tyngsboro PEG Access Users, on a first-come, first-served basis; provided, however, that the Licensee allocates all PEG Access/LO staff costs between Westford and Tyngsboro Subscribers on a fair and equitable basis, in accordance with applicable federal and State regulations.

(i) If requested to do so by the Issuing Authority, the Licensee shall provide a written explanation of any such allocated PEG Access/LO staff costs, with respect to Basic Service rates, in sufficient detail to enable the Issuing Authority to understand how such costs have been allocated as allowed herein or required by applicable law(s). Unless agreed to otherwise, the Licensee shall provide said written explanation of costs to the Issuing Authority, in writing, within fourteen (14) days of a request to do so by the Issuing Authority.

Section 6.4 PEG ACCESS/LOCAL ORIGINATION BUDGET

- (a) The Licensee shall continue to be responsible for preparing an annual budget for PEG Access/LO Programming. Said budget, current as of the Effective Date of the Renewal License, appears as Exhibit 12 infra. Said budget will include, but not be limited to, costs relating to salary, studio rental, maintenance and repair, as well as equipment and supplies.
- (b) Upon request, the Licensee shall make available and explain to the Advisory Committee, for informational purposes, its annual PEG Access/LO Programming budget, and all expenditures made therefrom.
- (c) The Licensee shall not be required to expend in excess of three percent (3%) of its Gross Annual Revenues, less applicable license fees, for the provision of Westford PEG Access programming.

Section 6.5 PEG ACCESS AND LO CHANNELS

- (a) Upon the Effective Date, the Licensee shall continue to make available three (3) six-Megahertz (6 MHz) Downstream Channels for Westford PEG Access use, with corresponding Upstream Channel capacity, in addition to any statutorily-required Leased Access Channels.
- (b) The Licensee shall continue to make available one (1) six-Megahertz (6 MHz) Downstream Channel for Westford PEG Access/LO use.
- (c) Said Channels shall be used to transmit PEG Access and LO Programming to Subscribers, at no cost to Subscribers, the Town and/or PEG Access Users.
- (d) The Licensee shall not move or otherwise change the channel assignments of the PEG Access Channels, without advance written notice to the Issuing Authority.
- (e) Said PEG Access and LO channels shall be maintained and operated by the Licensee at no charge to Users. Operating rules for such channels shall be formulated after conferring with the Issuing Authority and the Advisory Committee. A copy of such rules shall be filed with the Advisory Committee within thirty (30) days of the Effective Date of the Renewal License, and annually thereafter if amended in any manner.
- (f) The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those that apply to the Cable System's non-Access channels.

(g) Pursuant to Section 611(d) of the Cable Act, in the event that any of said PEG Access Channels are not being substantially programmed on a regular daily basis, the Licensee may use said PEG Access channels for the presentation of other Programming; provided, however, that PEG Access Programming shall always be a priority use of said PEG Access channels. In the event that such other Programming precludes the presentation of PEG Access Programming, the Issuing Authority shall notify the Licensee, in writing, of such fact and the Licensee shall cease utilizing said PEG Access channel(s) within sixty (60) days of said notification from the Issuing Authority.

(h) In the event that the Licensee utilizes any such PEG Access Channel(s), per paragraph (g) supra, the Licensee shall place a notice on any such channel(s), on a regular basis, that said channel is a PEG Access Channel and can be utilized by PEG Access Users as such.

Section 6.6 PEG ACCESS/LO EQUIPMENT/FACILITIES AND FUNDING

(a) The Licensee shall provide PEG Access and LO equipment and facilities, valued at thirty five thousand dollars (\$35,000) for new equipment for the Licensee's Westford PEG Access and LO studio, to be purchased and installed by the Licensee in calendar year 1999, at the Licensee's sole cost and expense.

(i) Exhibit 13 attached hereto is a list of candidate PEG Access/LO studio equipment compiled by the Westford Access Coordinator to serve as examples of types of equipment to be purchased. Specific items to be purchased will be determined after further deliberations take place between PEG Access/LO Staff and Users, with the oversight of the Issuing Authority and/or its designees.

(ii) The Licensee shall provide the Issuing Authority and/or its designees with a detailed list of said PEG Access/LO studio equipment purchased, and the actual prices paid thereof, on a quarterly basis until all such equipment is purchased.

(b) The present mobile production van shall continue to be made available to Westford Users on a fair and equitable basis in relation to its use by other Licensee municipalities. The mobile production van shall be available to PEG Access Users in Westford at reasonable times compatible with such Users' programming schedules, subject to the availability of the Licensee's local staff.

(c) In the event of conflicts involving use of said PEG Access/LO equipment by Westford and/or Tyngsboro Subscribers and/or Users, the Licensee shall meet with the Issuing Authority of Westford, and/or its designee(s), and the Issuing Authority of Tyngsboro, and/or its designees (should they choose to participate), to equitably resolve such conflicts.

(d) In the event of conflicts involving use of said mobile production van by Westford Subscribers and/or Users and those of another Licensee municipality, the Licensee shall meet with the Issuing

Authority of Westford, and/or its designee(s), and the Issuing Authority of said municipality, and/or its designees (should they choose to participate), to equitably resolve such conflicts.

(e) The PEG Access/LO equipment and mobile production van shall not be used for any other purposes and/or for the benefit of any other Subscribers than those described herein; provided, however, that said equipment may be used i) on an occasional basis for the purpose of cooperative productions with other communities, or ii) in the event of a breakdown of like equipment in the Licensee's other licensed systems, for a period not to exceed seventy-two (72) hours; provided, further, that use of said PEG Access/LO equipment and mobile production van has not been previously scheduled by a Westford PEG Access User.

(f) In no case shall said \$35,000 equipment funding per subparagraph (a) supra be counted against any License Fee payment, required by Section 7.1 infra, or any other fees or payments required by applicable law.

(g) If requested to do so by the Issuing Authority, the Licensee shall provide a written explanation of any additional PEG Access/LO equipment costs to be externalized, line-itemed and/or otherwise passed-through, with respect to Basic Service rates, in sufficient detail to enable the Issuing Authority to understand how such costs have been externalized, line-itemed or otherwise passed-through as allowed or required by applicable law(s). Unless agreed to otherwise, the Licensee shall provide said written explanation to the Issuing Authority, in writing, within thirty (30) days of a request to do so by the Issuing Authority.

(i) Pursuant to applicable law, the Issuing Authority has the right to appeal to the appropriate jurisdiction(s) any such externalized, line-itemed and/or passed-through costs.

(h) The Licensee shall retain ownership of all Westford PEG Access and LO equipment purchased with funding pursuant to this Section 6.6. The Licensee shall maintain, insure and repair all such PEG Access and LO equipment, at its sole cost and expense. In the event that any such equipment must be repaired, the Licensee shall make its best efforts to provide replacement equipment to the Westford PEG Access/LO studio facility any time in which any such repair takes in excess of ten (10) days. Any such equipment that is destroyed, unserviceable, or obsolete shall be replaced by the Licensee at its sole cost and expense, in a timely and appropriate manner so as to ensure the availability of such equipment for Westford Users.

(i) Existing PEG Access equipment in the schools previously provided to the Town, as listed in Exhibit 5 attached hereto, shall be transferred to the ownership of the Town as of the Effective Date of this Renewal License. No charge(s) of any kind to the Town or any pass-through to Subscribers shall be levied as a result of this transfer.

Section 6.7 WEEKLY LO PROGRAMMING

(a) The Licensee shall make best effort to continue to produce and cablecast (averaged over a fifty-two (52) week period), a minimum of four (4) hours of non-repeat LO Programming each week, and a total of eight (8) hours of LO Programming each week (including rebroadcasts). In the event that the Licensee falls short of these LO Programming level goals, it shall strive to increase same as required.

(b) The Licensee shall continue to produce and cablecast events of interest to Westford Subscribers, including, but not limited to, e.g., Town Government meetings and other Westford events.

(c) The Issuing Authority and/or its designee(s) may identify new areas of importance for LO Programming and submit such information to the Licensee from time to time. The Licensee shall consider such information in its determination of the Programming to be included in its weekly LO Programming line-up.

(d) Every three (3) months, the Licensee shall provide the Issuing Authority and/or its designees with a quarterly report summarizing its weekly LO/PEG Programming.

Section 6.8 PEG ACCESS/LO PROGRAMMING MANAGEMENT

(a) The Licensee shall have the continuing responsibility of providing PEG Access and LO Programming to Westford Subscribers.

(b) PEG Access programming shall be a cooperative effort among the Licensee, the Issuing Authority, the Advisory Committee, the Westford Public School Department and other cognizant Town Departments and non-profit institutions.

(c) The Licensee shall cooperate and work with, in good faith, any Westford groups designated by the Issuing Authority to work on PEG Access Programming including, but not limited to, a Public Access Advisory Group.

Section 6.9 ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over the three (3) Downstream Channels pursuant to Section 6.5 supra, all PEG Access Programming shall be modulated, then transmitted from any location with Origination Capability to the Headend, on one of the Subscriber Network Upstream Channels, or via the I-Net. At the Headend, said PEG Access Programming shall be retransmitted in the Downstream direction on one of the three (3) Downstream PEG Access Channels; provided, however, that the Licensee shall not be required to

purchase additional modulators; and provided, further, that existing modulators shall be maintained and/or replaced as necessary by the Licensee.

(b) It shall be the Licensee's sole responsibility to ensure that said PEG Access programming is properly switched, either manually or electronically, to the appropriate Downstream Channel, in an efficient and timely manner. The Licensee shall not charge the Town for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall provide and maintain all necessary switching and/or processing equipment in order to switch Upstream Signals to the designated Downstream PEG Access Channel.

Section 6.10 CENSORSHIP

Neither the Town nor the Licensee shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

Section 6.11 PEG ACCESS AND LO PROGRAMMING COSTS

There shall be no charge(s) to the Town and/or PEG Access Users for use of the PEG Access facilities and/or services required herein. In the event that applicable state and/or federal laws and/or regulations allow the Licensee to externalize, line-item and/or otherwise pass-through any new PEG Access and/or LO costs to Subscribers, the Licensee may only do so, including, but not limited to, the computation, collection, interest paid on and/or allocation of any such costs, strictly in compliance with said laws and/or regulations.

(i) If requested to do so by the Issuing Authority, the Licensee shall provide a written explanation of any such new externalized, line-itemed and/or otherwise passed-through PEG Access and/or LO costs, with respect to Basic Service rates, in sufficient detail to enable the Issuing Authority to understand how such costs have been externalized, line-itemed and/or otherwise passed-through as allowed or required by applicable law(s). Unless agreed to otherwise, the Licensee shall provide said written explanation to the Issuing Authority, in writing, within thirty (30) days of a request to do so by the Issuing Authority.

(ii) Pursuant to applicable law, the Town has the right to appeal to the appropriate jurisdiction(s) any such externalized, line-itemed and/or otherwise passed-through costs.

ARTICLE 7

LICENSE FEES

Section 7.1 LICENSE FEE ENTITLEMENT

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such higher amount as may in the future be allowed pursuant to State and/or Federal law. The number of Subscribers, for purposes of License Fee determination, shall be counted on the last day of each calendar year of the Term of this Renewal License.

(b) In the event that the Issuing Authority decides to collect a License Fee in the future expressed as a percentage of the Licensee's Gross Annual Revenues, the Issuing Authority and the Licensee shall enter into good-faith negotiations regarding such an increased License Fee. In the event that the Issuing Authority and the Licensee agree on such an increased License Fee expressed as a percentage of the Licensee's Gross Annual Revenues, the Licensee shall file with the Issuing Authority, with each such percentage License Fee payment, a statement certified by the Licensee's Chief Financial Officer documenting, in reasonable detail pursuant to Section 13.3 (b) *infra*, the total of all Gross Annual Revenues derived during the previous year. Unless specified otherwise by applicable law, the Licensee shall make such Gross Annual Revenue percentage payments to the Town annually, on or before each anniversary of the Effective Date of this Renewal License.

(c) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include any i) License Fees paid to the Town and the State (Section 7.1), and ii) PEG Access funding; but shall not include the following: i) the PEG Access/LO equipment/facilities funding herein (Section 6.6 *supra*); ii) any interest due herein to the Town because of late payments; iii) the costs related to any remedies (per Section 11.2 *infra*); and iv) any payments, expenses, or replenishment of the Performance Bond made to remedy any deficiencies and/or to reimburse the Town (per Sections 2.5 and 4.5 *supra*, as well as Sections 9.2(c), 10.4 and/or 10.5 *infra*).

Section 7.2 PAYMENT

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

Section 7.3 OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments, except as permitted by applicable law.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit any right of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

(c) The term "license fee" shall have the specific meaning defined in Sections 622(g)(1) & (2)(A-E) of the Cable Act.

Section 7.4 LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates set in Section 7.1 supra, interest due on such fee shall accrue twenty-one (21) days from the date due at the rate of three percent (3%) above the Prime Rate on an annual basis, compounded monthly. Any payments to the Town pursuant to this Section 7.4 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to §622(g)(2)(D) of the Cable Act.

Section 7.5 RECOMPUTATION

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town may have for additional sums including interest payable under this Section 7.5. All amounts paid shall be subject to audit and recomputation by the Town, which shall be based on the Licensee's fiscal year and shall occur in no event later than one year after the License Fees are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) days after a request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority shall conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation. The Licensee shall contribute to the costs of such audit up to the amount determined by such audit to be due and payable, provided that any discrepancy found is at least ten percent (10%) of the amount(s) due.

Section 7.6 AFFILIATES' USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract in any way from Services provided to the Town of Westford.

Section 7.7 METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

ARTICLE 8

RATES AND CHARGES

Section 8.1 RATE REGULATION

(a) The Town reserves the right to regulate the Licensee's Basic Service rates and charges, and the equipment needed to receive Basic Service, to the extent allowable under State and federal laws.

(b) In the event that State and/or federal law at any time permit the regulation of additional Programming and/or equipment rates of the Licensee, the Licensee hereby agrees to negotiate in good faith with the Issuing Authority the Town's regulation of such additional Programming and/or equipment rates and charges.

(c) The Licensee shall comply with applicable rate regulations regarding i) its Westford channel count, and ii) multiple dwelling unit rates.

Section 8.2 NOTIFICATION OF RATES AND CHARGES

(a) The Licensee shall file with the Issuing Authority schedules which shall describe all services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall file with the Issuing Authority all substantial changes in Services, all rates and charges of any kind, and all terms and conditions relating thereto thirty (30) days prior to all such changes. The Licensee shall notify all Subscribers of any impending rate increases no later than thirty (30) days prior to such increase. Upon request, the Licensee shall provide Subscribers with a schedule describing existing and proposed rates for each Service offered. Except during promotional or other special discount offerings, no rates or charges shall be effective except as they appear on written rate sheets.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate Service altogether without any charge. Change of Service policies shall be in compliance with 207 CMR 10.00 et seq., attached as Exhibit 7.

Section 8.3 PUBLICATION AND NON-DISCRIMINATION

All standard rates for Subscriber services shall be published. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

Section 8.4 CREDIT FOR SERVICE INTERRUPTION

(a) Pursuant to the requirements of 207 CMR 10.09{1}, attached hereto as Exhibit 7, as may be amended from time to time, the Licensee shall grant a pro-rata credit or rebate to any Subscriber whose Cable Service is interrupted for twenty-four (24) or more consecutive hours, if the interruption was not caused by the Subscriber and the Licensee knew or should have known of the Service interruption.

(b) Pursuant to the requirements of 207 CMR 10.09{2}, if an entire tier or Premium Service of a Subscriber's Cable Service is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall provide a pro-rata credit or rebate for each tier or Premium Service interruption as provided in 207 CMR 10.09{1}.

Section 8.5 SENIOR CITIZEN DISCOUNT

The Licensee shall provide all senior citizen Subscribers in Westford (age 62 years and older) who do not purchase any Discounted Premium Service Package, with a two dollar (\$2.00) per month discount on their monthly bill. Notice of said entitlement shall be included with the bill from time to time. Said notice shall describe the means for Subscribers to document proof of age to the Licensee so as to apply for this discount.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1 INSURANCE

At all times during the Term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, on an annual basis, copies of the certificates of insurance for the following policies:

(1) A general comprehensive liability policy naming the Town, its officers, boards, commissions, agents and employees as co-insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of one million dollars (\$1,000,000) for injury or death to any one person in any one occurrence and a five million dollar (\$5,000,000) umbrella policy for injury or death to two (2) or more persons in any one occurrence.

(2) A property damage insurance policy naming the Town, its officers, boards, commissions, agents and employees as additional name insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of one million dollars (\$1,000,000) for damage to the property of any one person in any one occurrence and a five million dollar (\$5,000,000) umbrella policy for damage to the property of two (2) or more persons in any one occurrence.

(3) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of:

(a) One million dollars (\$1,000,000) for bodily injury and consequent death per occurrence;

(b) One million dollars (\$1,000,000.) for bodily injury and consequent death to any one person; and

(c) Five hundred thousand dollars (\$500,000) for property damage per occurrence.

(4) Worker's Compensation in the minimum amount of the statutory limit.

(5) The following conditions shall apply to the insurance policies required herein:

(a) Such insurance shall commence no later than the Effective Date of this Renewal License.

(b) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(c) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(d) The Licensee's failure to obtain, procure or maintain the required insurance shall constitute a material breach of this Renewal License under which the Town may immediately suspend operations under this Renewal License.

Section 9.2 PERFORMANCE BOND

(a) The Licensee shall maintain at its sole cost and expense throughout the Term of the Renewal License a faithful Performance Bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of fifty thousand dollars (\$50,000). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The Performance Bond shall be effective throughout the Term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the maintenance, operation, and/or removal of the Cable Television System, the Town shall recover from the surety of such Bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 11.1 and 11.2 *infra*.

(c) Said Bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the Performance Bond to the appropriate amount required herein. Neither this Section, any Bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under this Renewal License.

Section 9.3 REPORTING

On an annual basis, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding: a) all insurance policies as required herein; and, b) the Performance Bond as required herein.

Section 9.4 INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Town, its officials, boards, commissions, agents and/or employees, against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, damage to persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees, including the reasonable value of any services rendered by the Town Counsel. The Town shall give the Licensee prompt written notice of any claim(s) for which indemnification is sought.

Section 9.5 NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and Performance Bond required herein shall each contain an explicit endorsement stating that such insurance policies and Performance Bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

"It is hereby understood and agreed that this policy (or bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein."

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1 REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day-to-day regulation of the Cable Television System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 infra.

Section 10.2 PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing in each year of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, i) review the Licensee's compliance with the terms and conditions of this Renewal License, with emphasis on PEG Access/LO channels, facilities and support, customer service and complaint response, Programming, and the I-Net; ii) review current technological developments in the cable industry; and iii) hear comments, suggestions and/or complaints from the public.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the maintenance, operation and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the adequacy of Cable System performance and quality of Service, and send one (1) copy to the Licensee and file one (1) copy each with the Town Clerk's Office and the J. V. Fletcher Library. If inadequacies are found which result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 infra.

(d) The Licensee shall notify its Subscribers of all such performance evaluation hearings by periodic announcements on its Local Origination channel, between the hours of 7:00 PM and 9:00 PM., for five (5) consecutive days preceding each such hearing.

Section 10.3 NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, gender, sexual preference, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination throughout the Term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

Section 10.4 EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, and it is not practical or feasible to request such removal by Licensee, (or the Licensee is unable to remove such facilities) the Town shall have the right to do so at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority for the reasonable cost and expense of such emergency removal within thirty (30) days of submission of a bill therefor. If such costs are not reimbursed as required herein, the Issuing Authority may make demand for such costs from the Performance Bond.

Section 10.5 REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority for the cost and expense of such removal within thirty (30) days of submission of a bill thereof. If such costs are not reimbursed as required herein, the Issuing Authority may make demand for such costs from the Performance Bond.

Section 10.6 INSPECTION

The Issuing Authority or his designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the Town at reasonable times and under reasonable circumstances. The Licensee shall fully cooperate in these activities.

Section 10.7 JURISDICTION

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 11

DETERMINATION OF BREACH LICENSE REVOCATION

Section 11.1 DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at ten (10) business day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of this Renewal License. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

i) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;

ii) enforce the remedies in accordance with the schedule set forth in Section 11.2 infra;

- iii) commence an action at law for monetary damages;
- iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 supra;
- v) declare this Renewal License to be revoked subject to Section 11.3 infra and applicable law;
- vi) invoke any other lawful remedy available to the Town.

Section 11.2 REMEDIES

(a) In the event that the Licensee:

- i) fails to operate the I-Net, as required by Section 3.2 herein; and/or
- ii) fails to comply with the technical specifications, as required by Section 3.7 herein; and/or
- iii) fails to comply with the FCC's Customer Service Obligations, as attached hereto as Exhibit 8; and/or
- iv) fails to comply with the PEG Access provisions, as required by Article 6 herein;

the parties hereto agree as follows:

(b) The Licensee shall remedy any such non-compliance by adding reasonable personnel and/or materials and/or services to the Cable System, within thirty (30) days of a finding of any such noncompliance pursuant to Section 11.1 herein, in order to comply with said Renewal License requirements.

(i) In no case shall the costs of such additional personnel and/or materials and/or services be externalized, line-itemed or in any way otherwise passed-through to Westford Subscribers for failure to comply with System technical specifications {pursuant to Section 11.2(a)(ii) herein}, failure to comply with the FCC's Customer Service Obligations {pursuant to Section 11.2(a)(iii) herein}, and/or failure to comply with PEG Access provisions {pursuant to Section 11.2(a)(iv) herein}.

(ii) In the event that additional personnel and/or materials are necessary to operate the I-Net as required {pursuant to Section 11.2(a)(i) herein}, the parties hereto understand that the costs for such personnel and/or materials may not be externalized, line-itemed or otherwise passed-through to Westford Subscribers. In the event of incurrence of

extraordinary expenses of this type, the Licensee may take recourse to request participation of the Town in defraying such expenses. Should such a situation arise, the Issuing Authority (or designee) and the Licensee shall meet to discuss a resolution of said situation.

Section 11.3 REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law, in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 11.4 TERMINATION

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Sections 11.1 and 11.3 supra; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of this Renewal License. In the event of any termination, the Town shall have all of the rights provided in this Renewal License.

Section 11.5 NOTICE TO TOWN OF LEGAL ACTION

In the event that the Town or Licensee has reason to believe that the other party has acted, or has failed to act, in such a manner as to give rise to a claim, in law or equity, against the other party, and either the Town or the Licensee intends to take legal action, said party shall: i) give the other party at least forty-five (45) days notice, unless, in good faith, time and events do not allow for such a period, that an action will be filed; ii) meet with the other party before filing any such action; and, iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party.

Section 11.6 NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under this Renewal License or under any statute, law or bylaw shall preclude the availability of any other such remedy.

Section 11.7 NO WAIVER-CUMULATIVE REMEDIES

(a) Subject to Section 626(d) of the Cable Act, no failure on the part of the Town to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Town under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) A waiver of any right or remedy by the Town at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Town to be effective, it shall be in writing. The failure of the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1 CUSTOMER SERVICE OFFICE

(a) For the entire term of this Renewal License, the Licensee shall maintain, operate and staff a full-time Customer Service office within the Town of Westford, for the purpose of receiving customer inquiries and complaints, made in person, including without limitation, those regarding billing, Service, installation, equipment malfunctions and answering general inquiries. Said Customer Service office shall be open for walk-in business during normal business hours, as defined by the FCC's Customer Service Obligations, which shall include one (1) evening a week (5:00-8:00 PM) and/or Saturday morning (9:00 AM-12:00 Noon).

(b) Said Customer Service office hours may be changed reasonably at the discretion of the Licensee; provided, however, that i) the Licensee shall give the Issuing Authority at least thirty (30) days advance notice of any such change(s), ii) the Licensee shall take into account any possible concerns raised by the Issuing Authority regarding such possible changes and iii) in no event shall said office be open less than forty three (43) hours per week for the entire Term of this Renewal License, including evening or Saturday hours.

Section 12.2: TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient Customer Service representatives in order to answer all Subscriber calls, in compliance with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as Exhibit 8, during normal business hours, as defined therein.

(b) The Licensee's-main Customer Service office(s) shall have a publicly listed local or toll free telephone number for Westford Subscribers.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions, telephone answer time by a Customer Service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three percent (3%) of the time on average, during the hours specified in Section 12.2(a) above, measured on a quarterly basis, under normal operating conditions.

(e) The Issuing Authority shall have the right to direct the Licensee to submit a “busy study” from the telephone company which provides service to the Licensee, if the quarterly reports, subject to Section 13.5 infra, do not clearly document that the Licensee’s telephone lines are accessible to Subscribers as required herein.

Section 12.3 ANSWERING SERVICE

At such times throughout the entire Term of this Renewal License as the Licensee is not answering its telephones with a customer service representative, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. All such after-hours calls shall be logged by the Licensee. Said answering service shall: i) forward all inquiries and/or complaints to the Licensee the morning of the next business day; and, ii) inform each Subscriber calling that his or her complaint will be referred to the Licensee’s Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber’s problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 12.4 INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall provide Cable Service(s) to Westford residents who request Service not requiring line-extension activity, within seven (7) days of said request, subject to required approvals, if needed.

(b) In arranging appointments for either installation visits or service calls, the Licensee shall offer to the resident or Subscriber in advance a choice of whether said installation visit or service call will occur in the appointed morning (9:00 AM to 1:00 PM), afternoon (1:00 PM to 5:00 PM) or, if daylight permitting, evening (5:00 PM to 7:00 PM) time slot. Failure of the Licensee through its own fault to install cable or make the service call as scheduled shall require the Licensee to offer automatically a priority cable installation or service call to the affected resident or Subscriber at a time mutually agreeable to the Licensee and said resident or Subscriber, but in no case later than three (3) days following the initial installation or service call date, unless agreed to otherwise by said resident or Subscriber. The Licensee shall promptly notify residents and Subscribers in writing or by telephone of their right to a priority cable installation or service call in the event that the Licensee fails to make such scheduled call(s).

(c) The Licensee shall make installation and service calls to its Subscribers from at least 9:00 AM to 7:00 PM, daylight permitting, Monday through Friday and from 9:00 AM to 1:00 PM on Saturday.

(d) For all requests for service or repair that are received during the business hours described in Section 12.1, the Licensee shall handle them on the same day, if possible, provided that said service complaint or request for service is received by 2:00 PM; provided, however, that in all instances, requests for service calls shall be responded to within forty-eight (48) hours of said original call. Verification of the problem and resolution shall occur as promptly as possible.

(e) A Subscriber complaint or request for service received after regular business hours, as defined in Section 12.1 supra, shall be acted upon the next business morning. At that time, they are to be handled as prescribed in (d) supra for a request received at the start of business.

(f) The Licensee shall ensure that there are stand-by technicians on-call at all times after normal business hours. The answering service shall be required to notify the stand-by technician(s) of: i) any emergency situations; ii) an unusual number of calls; and/or, iii) a number of similar complaint calls or a number of calls coming from the same area.

(g) System outages shall be responded to promptly by technical personnel. For purposes of this Section, an outage shall be considered to occur when three (3) or more calls are received from any one area of the Town, concerning such an outage, or when the Licensee otherwise has reason to know of such an outage.

(h) The Licensee shall remove all Subscriber Drop Cables, within thirty (30) days of receiving a request from a Subscriber to do so. In the event that the Licensee fails to remove such Drop Cables within said thirty (30) day period, said Drop Cables may, if the Subscriber desires, be removed, such removal costs being reimbursed to the Subscriber by the Licensee within thirty (30) days of notice of same.

Section 12.5 FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 CFR §76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as Exhibit 8.

Section 12.6 BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as Exhibit 7 and made a part hereof, as the same may exist or as may be amended from time to time:

- (a) Notification of its Billing Practices;
- (b) Notification of Services, Rates and Charges;
- (c) Equipment Notification;
- (d) Form of Bill;
- (e) Advance Billing, Issuance of Bills;
- (f) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (g) Charges for Disconnection or Downgrading of Service;
- (h) Billing Disputes; and,
- (i) Service Interruptions.

Section 12.7 COMPLAINT RESOLUTION PROCEDURES

- (a) The Licensee shall establish a procedure for resolution of complaints by Subscribers.
- (b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints/inquiries, as follows:
 - (i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.
 - (ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the complaint, the Subscriber shall meet jointly in Westford with the Issuing Authority or the Advisory Committee and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and attempt to resolve such matter.
- (c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any complaints or disputes brought by Subscribers arising from the operations of the Licensee.

Section 12.8 REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase (from legal and authorized parties), own, utilize and program, remote control devices that are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment that might make inoperable the remote control devices acquired by Subscribers.

Section 12.9 LOSS OF SERVICE-SIGNAL QUALITY

The Licensee shall comply with all applicable FCC statutes, regulations and standards relating to quality of the Signals transmitted over the Cable System. Upon a showing of a number of complaints from Subscribers that indicates a general or area-wide Signal quality problem concerning consistently poor or substandard Signal quality in the System, the Issuing Authority shall, after giving the Licensee fourteen (14) days notice and an opportunity to cure said deficiency, order the Licensee to correct said Signal quality deficiencies, within fourteen (14) days of said order; provided, however, that the Licensee may request additional time from the Issuing Authority in which to correct said deficiency, which permission shall not be unreasonably denied. The Issuing Authority and the Licensee shall enter into good-faith discussions concerning possible remedies for consistent Signal degradation.

Section 12.10 EMPLOYEE IDENTIFICATION CARDS

So as to verify legitimate authority, all of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to wear an employee identification card issued by the Licensee and bearing a picture of said employee.

Section 12.11 PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in this Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

Section 12.12 PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any Cable Service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and which describes the Licensee's policy for the protection of subscriber privacy.

Section 12.13 MONITORING

(a) Unless otherwise required by court order, neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee, other than as permitted herein.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

Section 12.14 DISTRIBUTION OF SUBSCRIBER INFORMATION

Disclosure of personally identifiable subscriber information by Licensee shall be strictly in compliance with 47 U.S.C. §551, as follows:

(a) The Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned.

(b) The Licensee may disclose such information if the disclosure is:

i) necessary to render, or conduct a legitimate business activity related to, a Cable Service or other service provided by the Licensee to the Subscriber; and/or

ii) made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the person to whom the order is directed; and/or

iii) a disclosure of the names and addresses of Subscribers to any Cable Service or other service, if a) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and b) the disclosure does not reveal, directly or indirectly, the i) extent of any viewing or other use by the Subscriber of a Cable Service or other service provided by the Licensee, or ii) the nature of the transaction made by the Subscriber over the Cable System.

Section 12.15 INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber as soon as practicable, unless such notification is otherwise prohibited by applicable law or the court.

Section 12.16 SUBSCRIBERS' RIGHT TO INSPECT AND VERIFY INFORMATION

(a) The Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.17 PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall continually review this Article 12 to determine the extent to which it effectively addresses appropriate concerns about privacy. This Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1 GENERAL

(a) Upon request of the Issuing Authority, the Licensee shall promptly submit to the Town any information regarding (i) the Licensee, its business and operations with respect to the Cable System, and/or (ii) any Affiliated Person(s), with respect to the computation of Gross Annual Revenues, if applicable, in such form and containing such detail as may be reasonably specified by the Town as required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its Counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. In the event of a disagreement, the parties shall submit the matter to the appropriate appellate entity.

Section 13.2 FINANCIAL REPORTS

(a) No later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority with Cable Division Forms 200 showing a balance sheet sworn-to by the Licensee's Chief Financial Officer. Said forms shall contain such financial information specific to the Westford Cable System, unless otherwise allowable under applicable laws, rules and/or regulations.

(b) In the event that the Town collects a License Fee based on the Licensee's Gross Annual Revenues, the Licensee shall provide a separate report, including the following:

(i) All Subscriber and all other revenues of any kind, including, but not limited to, regular Basic Service charges, pay programming charges, pay-per-view revenues, installation revenues (including reconnection, second set, etc.), advertising revenues, leased access revenues, home shopping services revenues and any other special service revenues. Said information shall be considered proprietary to the Licensee.

(ii) Any other reports required by State and/or federal law.

Section 13.3 CABLE SYSTEM INFORMATION

Upon written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Service and Pay Cable Subscribers, (ii) the number of dwelling units passed and (iii) the number of plant miles completed. The Licensee may submit such information subject to Section 13.1(b) supra, and it shall be considered proprietary.

Section 13.4 IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of this Renewal License, the Licensee shall provide the Issuing Authority, on a quarterly basis, with a report of Westford Subscriber telephone traffic, maintained on a regional basis. Said report shall be provided regardless of whether or not Licensee installs an in-house automated call accounting or call tracking system.

Section 13.5 SUBSCRIBER COMPLAINT REPORTS

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500B (see Exhibit 9) to the Issuing Authority, or its designee, no later than two (2) weeks after each of the following dates in every year of the Renewal License Term: March 31, June 30, September 30 and December 31. The Licensee shall record all written complaints of its Westford Subscribers on said Form 500B.

Section 13.6 SERVICE INTERRUPTION REPORTS

The Licensee shall submit a completed copy of Cable Division Form 500C (see Exhibit 10) to the Issuing Authority, or its designee, no later than two (2) weeks after each of the following dates in every year of the Renewal License Term: March 31, June 30, September 30 and December 31.

Section 13.7 INDIVIDUAL COMPLAINT REPORTS

Subject to Section 12.7 supra, the Licensee shall, within ten (10) business days after receiving a written request from the Town, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Section 13.8 LINE-EXTENSION REPORTS

The Licensee shall submit a Line-Extension Report to the Issuing Authority, or its designee, on an annual basis, by January 15th of each year in the term of the Renewal License, said Report containing the following information, versus the requirements of Sections 4.1 and 4.14 supra:

- a. Description of all trunk and feeder line-extensions to the Subscriber Network performed in the prior calendar year as a result of construction of new subdivisions and/or accommodation of requests for Cable Service requiring such extensions;
- b. Documentation of all estimates provided to Subscribers for line-extension and Drop costs related to installation of Cable Service, subject to applicable privacy provisions; and,
- c. Documentation of all fees paid by new Subscribers and rebates of same paid to previous and current Subscribers in conjunction with installation of Cable Service involving line-extensions and Drops.

Section 13.9 SEMI-ANNUAL PERFORMANCE TESTS

(a) As required by applicable State or federal law and/or regulation, the Licensee shall conduct, on a semi-annual basis (i.e., twice a year), performance tests to ensure compliance with the technical specifications in Section 3.7 supra and Exhibit 1 attached hereto, including, without limitation:

- (1) Signal level of video carrier of each activated channel;
- (2) System carrier to noise level(s) measured at a low and a high VHF channel;
- (3) System hum modulation measured at any one frequency
- (4) In the case of the I-Net, any additional test(s) to confirm compliance of the cable plant with the technical requirements of Section 3.2 b (i) supra.

The costs of such tests shall be borne exclusively by the Licensee.

(b) Data from the above tests shall be submitted to the Issuing Authority, or its designee, on a semi-annual basis within ten (10) calendar days after completion of such testing. Unless otherwise required by applicable law or regulation, said reports shall also include, without limitation, the name of the engineer who supervised the test; a description of test equipment and procedures used; measurement of locally receivable Signals; the weather conditions under which such tests were taken; measurements of Cable System performance as required in Section 3.7 supra; and a statement of the Licensee's adherence to all performance standards, and if said standards are not satisfactorily met, a statement as to what corrective action is to be taken.

(c) All tests herein shall be performed at 1) the Cable System Headend and 2) at five (5) locations in the Town farthest from the Headend: two (2) of which locations shall be on the I-Net, and the three (3) other locations on the Subscriber Network.

(d) The Advisory Committee shall compare the results of each battery of periodic tests with prior results, so as to identify long term trends, such as increased degradation of Signal quality over time. This comparative analysis shall form the basis for requests by the Issuing Authority for follow-up troubleshooting to identify sub-optimal System elements.

Section 13.10 QUALITY OF SERVICE

(a) Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), on either the Subscriber Network or the I-Net, the Issuing Authority shall have the right and authority to require the Licensee to test, analyze and report on the performance of the Cable System. The Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall provide the results in a written report, if requested, within thirty (30) days after notice for the same.

(b) Said report shall include the following information:

- (1) the nature of the complaint or problem which precipitated the special tests;
- (2) the system component tested;
- (3) the equipment used and procedures employed in testing;
- (4) the method, if any, in which such complaint/problem was resolved; and
- (5) any other information pertinent to said tests and analyses as required.

(c) At the conclusion of said thirty (30) day period, additional tests may be required by the Issuing Authority, supervised by an independent licensed professional engineer at terms satisfactory to both the Licensee and the Issuing Authority. The Licensee shall pay for the costs of such engineering services only if the tests performed show that the quality of service is below the standards set forth in Section 3.7 supra and Exhibit 1, attached hereto.

Section 13.11 DUAL FILINGS

If requested, the Licensee shall make available to the Town, at the Licensee's expense, copies of any petitions or written communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 13.1 supra, unless said materials are proprietary and filed under a protective order.

Section 13.12 ADDITIONAL INFORMATION

At any time during the term of this Renewal License, upon the reasonable request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to this Renewal License and subject to Section 13.1 supra.

Section 13.13 INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency.

ARTICLE 14

EMPLOYMENT

Section 14.1 EQUAL EMPLOYMENT OPPORTUNITY

The Licensee shall be an Equal Opportunity Employer adhering to all federal, State and/or local laws and regulations. Pursuant to 47 CFR §76.311 and other applicable regulations of the FCC, the Licensee shall file an Equal Opportunity Program with the FCC and otherwise comply with all FCC regulations with respect to Equal Employment Opportunities.

Section 14.2 NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1 ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing mutually executed by the parties.

Section 15.2 CAPTIONS

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of this Renewal License.

Section 15.3 SEPARABILITY

If any section, sentence, paragraph, term or provision of this Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the Term of this Renewal License.

Section 15.4 ACTS OF OMISSION OR COMMISSION OF AFFILIATES

During the term of this Renewal License, the Licensee shall be liable for the acts of omission or commission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, upgrade, installation, maintenance or operation of the Cable System as if these acts of such Affiliates were those of the Licensee.

Section 15.5 RENEWAL LICENSE EXHIBITS

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License.

Section 15.6 WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Effective Date of this Renewal License:

- (i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;
- (iii) This Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;
- (iv) There is no action or proceedings pending or threatened against the Licensee, which would interfere with its performance of this Renewal License;
- (v) None of the officers, directors or managers of the Licensee have any relation or interest in any local broadcast station that would be in violation of Section 613 of the Cable Act; and
- (vi) Pursuant to Section 625{f} of the Cable Act, the performance of all terms and conditions in this Renewal License is commercially practicable.

Section 15.7 FORCE MAJEURE

If, by reason of force majeure, either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term “force majeure” as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Licensee or the Issuing Authority.

Section 15.8 REMOVAL OF ANTENNAS

Pursuant to Massachusetts law, the Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber, and maintain, an adequate switching device (“A/B Switch”) to allow said Subscriber to choose between cable and non-cable television reception.

Section 15.9 SUBSCRIBER TELEVISION SETS

Pursuant to M.G.L. Chapter 166A, Section 5(d), the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets, provided, however, that the Licensee may make adjustments to Subscriber television sets in the course of normal maintenance.

Section 15.10 APPLICABILITY OF RENEWAL LICENSE

All of the provisions in this Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

Section 15.11 NOTICES

(a) Every notice to be served upon the Issuing Authority by the Licensee or any agent thereof shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town of Westford, Town Hall, 55 Main Street, Westford, Massachusetts 01886, with one (1) copy each to the Town Counsel and the Advisory Committee care of the same address, or such other address as the Issuing Authority may specify in writing to the Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Licensee by the Issuing Authority, shall be delivered or sent by certified mail (postage prepaid) to the General Manager, A-R Cable Partners, 577 Main Street, Hudson, Massachusetts 01749-3029, with one (1) copy to the Legal Department, One Media Crossways, Woodbury, New York 11797-2013, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(c) Whenever notice of any public hearing relating to the Cable System is required by law, regulation or this Renewal License, the Licensee shall publish notice of the same, sufficient to identify its time, place and purpose, in the Westford Eagle general circulation newspaper, once in each of two (2) successive weeks, the first publication being not less than fourteen (14) days before the date of any such hearing.

(d) The Licensee shall identify all public hearings relating to the Cable System by periodic announcement on a community bulletin board channel between the hours of 7:00 PM and 9:00 PM for five (5) consecutive days during each such week. Such notice shall also state the purpose of the hearing, the location of the hearing and the availability of relevant written information.

(e) Subject to subsection (c) supra, all required notices shall be in writing.

Section 15.12 NO RECOURSE AGAINST THE ISSUING AUTHORITY

In accordance with Section 635A(a) of the Cable Act, the Licensee shall have no recourse whatsoever against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, advisors, designees, agents, and/or its employees other than injunctive relief or declaratory relief, arising out of any provision or requirement of this Renewal License or because of enforcement of this Renewal License.

Section 15.13 TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, and the Licensee acknowledges the Town's right as authorized by applicable law or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License.

Section 15.14 TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the execution of this Renewal License and shall continue for the five (5) year Term of this Renewal License, specified in Section 2.2 supra, except as expressly provided for otherwise herein.

SIGNATURE PAGE

In Witness Whereof, **this Renewal License is hereby issued** by the Board of Selectmen of the Town of Westford, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by A-R Cable Partners, as Licensee.

BY: The Board of Selectmen, as Issuing Authority

Chairman

DATED: _____

BY: A-R Cable Partners, as Licensee

Authorized Signature

BY: _____

TITLE:_____

DATED: _____

EXHIBITS

(see Attached)

EXHIBIT 1

TECHNICAL SPECIFICATIONS

FCC 47 CFR CH. 1 Subpart K
(10-1-94 Edition)

[See Attached: 14 pages overleaf]

EXHIBIT 2

PROGRAMMING AND INITIAL SIGNAL CARRIAGE

The Licensee shall provide the following broad categories of Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming;
- Foreign Language Programming; and
- Local Programming.

For informational purposes, it is the Licensee's intention to have the following channel line-up upon the Effective Date of the Renewal License, subject to applicable law and the Licensee's editorial discretion.

[See Attached: 1 Page Overleaf]

EXHIBIT 3

FREE SUBSCRIBER DROPS AND MONTHLY SERVICE TO PUBLIC, NON-SCHOOL BUILDINGS

The following public, non-school buildings and non-profit organizations shall continue to receive Subscriber Cable Drops and/or Outlets and monthly Basic Service at no charge:

1. Cameron Senior Center
2. Fire Department:
 - a. Center Station
 - b. Dispatch Headquarters
 - c. Forge Village Station
 - d. Graniteville Station
 - e. Nabnasset Station
3. Highway Department Office
4. J. V. Fletcher Library
5. Police Department Headquarters
6. Roudenbush Annex (Old Nab School)
7. Roudenbush Children's Center (Old Frost School)
8. Roudenbush Community Center
9. Town Hall
10. Water Department Office
11. Westford Public Schools Central Office

EXHIBIT 4

FREE SUBSCRIBER DROPS AND OUTLETS TO SCHOOLS

A. The following schools shall continue to receive Subscriber Cable Drops and/or Outlets and monthly Basic Service at no charge:

1. Abbot Elementary School
2. Norman E. Day School
3. Nabnasset Elementary School
4. Robinson Elementary School
5. Blanchard Middle School
6. Westford Academy

B. The following school shall be entitled to receive Subscriber Cable Drops and/or Outlets and monthly Basic Service at no charge:

Nashoba Valley Technical High School

EXHIBIT 5

EXISTING PEG ACCESS EQUIPMENT IN THE SCHOOLS

The following equipment (currently at Westford Academy) was originally provided by Nashoba Cable (predecessor to A-R Cable Partners) in 1983, in accordance with the provisions of their Final License with the Issuing Authority:

QTY	Brand and Model	Item Description	New/Used
6	Emerson ECE-200	19" Color Television Receiver	New
3	Magnavox VR8400BK01	VHS Video Cassette Recorder (VCR)	New
Lot:		VHS Editing System: Consisting of:	
1	Panasonic NV-8170	VHS Video Cassette Player (VCP)	New
1	Panasonic NV-8500	VHS Video Cassette Recorder (VCR)	New
1	Panasonic NV-500	VHS Editing Controller	New
Lot:		Studio Equipment: Consisting of:	
1	(Unknown)	Curtain Backdrop (Installed)	New
8	(Unknown)	Misc. Portable Set Backdrops	New
2	JVC GX-S700U	Television Camera	Used
1	ECHO Model SEC	Video Switcher	Used

EXHIBIT 6

EXISTING WESTFORD I-NET BUILDINGS

1. Abbot Elementary School
2. Blanchard Middle School
3. Norman E. Day School
4. Westford Academy
5. Westford Public Schools Central Office
6. Westford Town Hall
7. J.V. Fletcher Library
8. Roudenbush Community Center

EXHIBIT 7

207 CMR 10.00

[See Attached: 4 pages]

EXHIBIT 8

FCC CUSTOMER SERVICE OBLIGATIONS

[See Attached: 2 pages]

EXHIBIT 9

MASSACHUSETTS CABLE DIVISION FORM 500B

[See Attached: 1 page overleaf]

EXHIBIT 10

MASSACHUSETTS CABLE DIVISION FORM 500C

[See Attached: 1 page overleaf]

EXHIBIT 11

THE CABLE COMMUNICATIONS ACT

[See Attached: 57 pages overleaf]

[To be provided only with Original Signature Copy]

EXHIBIT 12

CURRENT WESTFORD PEG/LO BUDGET

[See Attached: 1 Page Overleaf]]

EXHIBIT 13

PROPOSED (EXAMPLE) EQUIPMENT LIST FOR WESTFORD STUDIO

A. Video Production and Editing Equipment:

1. Pentium PC with Printer (configuration TBD)
2. Jerrold Commander VI C6M2 Agile Modulator
3. CG with Modem for Bulletin Board (Delta Scan Pro w/ PC and MM 200 package)
4. Leightronix Mini-T Pro (for automated playback)
5. JVC Edit Desk SVHS editing system
6. Amiga A 4000 System
7. Kramer Video DA VM 10AR
8. Hotronics Time Base Corrector AP41
9. Bogen 3069 Studio Tripod
10. JVC TM 135U 13" monitor
11. Panasonic CT-2084VY 20" Monitor / Receiver
12. Videonics MX-1 digital video mixer
13. Smith Vector Camera Light M-75
14. XLR cables 10 ft.
15. XLR cables 100 ft.
16. Set pieces for studio (TBD)

B: Racks, Consoles, Shelves for Reconfiguring Control Room and Editing Equipment:

1. Winstead 70" standard vertical rack cabinet model V8601
2. Winstead pull out shelves model 87099
3. Winstead 35" standard vertical rack cabinet model V8606
4. Winstead anti-tip pedestal extension model 85063
5. Winstead workstation model E4727
6. Winstead rack slide mounting kit model F8501
7. Winstead 34" high video stand (A/V cart) model R3303
8. Winstead post-production console model E4114
9. Winstead 48" with monitor shelf model E4107